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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

May 31, 2000

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

RECORDATION NO. 19452-H FILED

MAY 31 '00

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SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Memorandum of Assignment and Assumption Agreement, dated as of May 31, 2000, a secondary document, as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Memorandum of Lease (Schedule No. 7) which was previously filed with the Board under Recordation Number 19452-F.

The names and addresses of the parties to the enclosed document are:

Assignor: Greenbrier Leasing Corporation  
One Centerpointe Drive  
Lake Oswego, OR 97035

Assignee: Bombardier Capital Rail, Inc.  
6900 Wedgwood Road  
Maple Grove, MN 55311

A description of the railroad equipment covered by the enclosed document is:

20 railcars CSXT 600000-CSXT 600019

Mr. Vernon A. Williams  
May 31, 2000  
Page Two

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/cc  
Enclosures

RECORDATION NO. 19452-H FILED

MAY 31 '00

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SURFACE TRANSPORTATION BOARD

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MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN

GREENBRIER LEASING CORPORATION

AND

BOMBARDIER CAPITAL RAIL INC.

MAY 31, 2000

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Memorandum of Assignment and Assumption Agreement made and entered into as of May 31, 2000, by and between Greenbrier Leasing Corporation, a Delaware corporation ("Assignor") and Bombardier Capital Rail Inc., a Minnesota corporation ("Assignee").

WITNESSETH:

1. Assignor, as Lessor, leased to CSX Transportation, Inc. ("Lessee") Twenty (20) two-unit, articulated, Auto-Max™ vehicle carrying railcars, marked and numbered CSXT 600000 through CSXT 600019, inclusive, pursuant to that certain Lease Agreement dated January 16, 1995, and Schedule No. 7 thereto dated May 1, 2000 (collectively, the "Lease").
2. Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor the Lease and the Cars which are the subject of the Lease.
3. This Memorandum of Assignment Agreement may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

GREENBRIER LEASING CORPORATION

By: Donnis M. Webb

Title: Executive Vice President

BOMBARDIER CAPITAL RAIL INC.

By: Bradley C. Gunstad

Title: Vice President & General Counsel

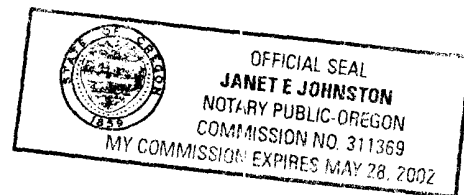
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RECORDATION NO. 19452-H FILED

MAY 31 '00 3-09 PM

SURFACE TRANSPORTATION BOARD

On this 25<sup>th</sup> day of May, 2000, before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Greenbrier Leasing Corporation that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.



On this 30<sup>th</sup> day of May 2000, before me personally appeared Bradley C. Gustaf, to me personally known, who being by me duly sworn, says that he is the V.P. - General Counsel of Bombardier Capital Rail Inc., that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Lail M. Blagovest  
NOTARY PUBLIC